4017

BILL NO. S-78-04-07

SPECIAL ORDINANCE NO. S-58-78

AN ORDINANCE approving a contract for Improvement Resolution No. 128-1977, between the City of Fort Wayne, Indiana and Schmidt Electric, Inc., for installation of ornamental street lighting in Anthony Wayne Village, Section 7.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated March 23, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works, and Schmidt Electric, Inc. for the installation of ornamental street lighting with underground wiring in Anthony Wayne Village, Section 7, under Board of Public Works Improvement Resolution No. 128-1977, at a total cost of $22,110.98, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the ~~City Plan Commission~~ for ~~recommendation~~) and Public Hearing to be held after ~~due legal notice, at the Council Chambers~~, ~~City-County Building~~, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 4-11-78.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	V				
HINGA				A	
HUNTER	V				
MOSES				A	
NUCKOLS				A	
SCHMIDT, D.	V				
SCHMIDT, V.	V				
STIER	V				
TALARICO	V				

DATE: 4-25-78.

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-58-78 on the 25th day of April, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of April, 1978, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of May, 1978, at the hour of 2:30 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-04-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance Approving a contract for Improvement Resolution No. 128-1977, between the City of Fort Wayne, Indiana and Schmidt Electric, Inc., for installation of ornamental street lighting in Anthony Wayne Village, Section 7

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

4-25-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

65-270-3 3/23/78 6531

CONTRACT - 128-77

STATE OF INDIANA)
)ss
COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this, the 23 day of March 1978, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

Schmidt Electric, Inc.

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the ____ day of _____, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Installation of street lighting with underground wiring in Anthony Wayne Village, Section 7 for the bid of $22,110.98.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Robert E. Armstrong
MAYOR

Ursula Miller
ATTEST: Clerk

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Ethel W. LaMar

Mary G. Scott

CONTRACTOR:

SCHMIDT ELEC. INC.

BY: Fred M. Briggs

BY: Leonard Rust
Asst. Secretary

Approved in Form & Legality
By:
Assistant City Engineer

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1978.

In compliance with the provisions of CHAPTER 8 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	10.17		6%		7	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	1%+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢holidays
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING)	S-SS US	7.25-7.55	60	45		9	
(HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
(SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TINSMITH (BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE ALL. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

SIGNED THIS 29 DAY OF Dec 1977

Wayne T Kebler
REPRESENTING GOVERNOR, STATE OF INDIANA.

REPRESENTING THE AWARDING AGENT.

Fred. M. Fine
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATE OF INSURANCE

RELIANCE
1 INSURANCE COMPANY
Philadelphia, PA

UNITED PACIFIC
6 INSURANCE COMPANY
Home Office—Tacoma, Wash.
Administrative Offices—Philadelphia, PA

1 ← Coverage is provided in the Company designated by Number. Each is a Stock Insurance Company, herein called the Company.

This Certificate is mailed to:

Board of Works City of Fort Wayne
Fort Wayne, Indiana 46802

THIS CERTIFIES that the Company indicated above has issued, to the insured named herein, policies of insurance which provide coverage as indicated below. Such policies are subject to the provisions, conditions and limitations contained therein. This Certificate of Insurance does not in any way amend, extend, alter or vary the coverage afforded by the policy or policies referred to herein. It is simply a synopsis or summary of the actual insurance contract.

The Insurance Company indicated above will make every effort to give written notice by regular mail to the above named holder of this Certificate of any material change in or cancellation of these policies, but assumes no liability for failure to do so or for any error.

	HAZARDS	POLICY NUMBER	EXPIRATION DATE	BODILY INJURY LIABILITY LIMITS EACH OCCURRENCE	PROPERTY DAMAGE LIABILITY LIMITS EACH OCCURRENCE	PROPERTY DAMAGE LIABILITY LIMITS AGGREGATE
GENERAL LIABILITY	Premises—Operations	GA 7155684	4/3/78	$500,000.	$100,000.	$100,000.
	Escalators					x x x
	Sub-let Operations	"	"	"	"	"
	Products—including Completed Operations	"	"	" Aggregate Limit: $500,000.	"	"
	Contractual—As described below	"	"	"	"	"
	Blanket					
	This coverage is provided under: ☐ Comprehensive, ☒ Schedule Policy					

	HAZARDS	POLICY NUMBER	EXPIRATION DATE	BODILY INJURY LIABILITY LIMITS EACH PERSON	BODILY INJURY LIABILITY LIMITS EACH OCCURRENCE	PROPERTY DAMAGE LIABILITY LIMITS EACH OCCURRENCE	PROPERTY DAMAGE LIABILITY LIMITS AGGREGATE
AUTOMOBILE	Owned Automobiles	GA 7155684	4/3/78	$500,000.	$1,000,000.	$100,000.	x x x
	Hired Automobiles	"	"	"	"	"	x x x
	Non-Owned Automobiles	"	"	"	"	"	x x x
	This coverage is provided under: ☐ Comprehensive, ☒ Schedule Policy						

Workmen's Compensation	WC 4938594	4/3/78	Compensation—Statutory Limit	E.L. Limit:	$100,000.
Burglary			Form:	Amount	

Name of Insured and Address:

Schmidt Electric, Inc.
5810 Illinois Rd.
Ft. Wayne, Ind. 46804

Location of Risk and Description of Operations:

Any and all work in the State of Indiana - Electrical Contractor.
For Street Lights - Anthony Wayne Village Sect. 7

Description of Specific Contract(s) for which Certificate is issued (Indicate Types of Agreements, Party or Parties, and Dates):

WM. C. RICHARDS INSURANCE SERVICE

2-27-78 XXXXXX

By Authorized Representative: William C. Richards

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Kermit L. Jones	219-747-5009
Robert (Bob) Treace	219-447-3141

SCHMIDT ELECTRIC, INC.

Contractor

Resolution No. 128-77

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS,

That we ..... Schmidt Electric, Inc. .....

..... 5810 E11. Road .....

..... Fort Wayne, Indiana .....

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto ..... Board of Public Works .....

..... City of Fort Wayne .....

..... State of Indiana .....

(hereinafter called the Obligee), in the full and just sum of ..... Twenty-two thousand one hundred ten and ninty-eight/100 ..... dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Obligee dated February 27, 1978

installation of street lights at Anthony Wayne Village
Sec. 7 Contract #128-77

in said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Obligee harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Obligee, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Obligee all sums of money which the said Obligee may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Obligee all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO, That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than ..... One (1) year from date on which final payment under the contract falls due. .....

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligee, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Obligee, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered February 27, 1978
(Date)

Witness as to

Principal ..... Fred M. Beggs .....

Countersigned
By THE PETTINER AGENCY

Roger P. Pettiner
Indiana Licensed Resident Agent

Schmidt Electric, Inc.

..... (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

D. Dale Fettiner ..... Attorney-in-Fact

Contract 16-17 (2-58)

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 85912

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

D. Dale Pettiner

of the City of Camden, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

D. Dale Pettiner

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of June, A. D. 19 75

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Geo. A. Stewart, Jr.
Vice-President.

(SEAL)

(Signed) Duval A. Edwards
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 13th day of June, A. D. 19 75, before me personally came Geo. A. Stewart, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Duval A. Edwards, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Geo. A. Stewart, Jr. and Duval A. Edwards were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 13th day of June, A. D. 19 75

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

D. Dale Pettiner

of Camden, Indiana , authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on February 27, 1978
(Date)

Assistant Secretary.

4017

TITLE OF ORDINANCE SPECIAL ORDINANCE - STREET LIGHT IMPROV. RES. NO. 128-77, ANTHONY WAYNE VILLAGE, SECTION 7, SCHMIDT ELECTRIC, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-04-07

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHT IMPROVEMENT RESOLUTION NO. 128-77, ANTHONY WAYNE VILLAGE, SECTION 7, SCHMIDT ELECTRIC, INC., CONTRACTOR, IN AMOUNT OF $22,110.98 FOR INSTALLATION OF ORNAMENTAL STREET LIGHTING WITH UNDERGROUND WIRING.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF ORNAMENTAL STREET LIGHTING IN ANTHONY WAYNE VILLAGE, SEC. 7

EFFECT OF NON-PASSAGE INABILITY TO INSTALL WIRING AS ABOVE-DESCRIBED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $22,110.98 TO BE PAID BY PROPERTY OWNERS UNDER BARRETT LAW BONDING

ASSIGNED TO COMMITTEE

EP